length to which a court of equity will go in protecting the property rights of the employer. The right to establish pickets by a labor organization is sustained, provided no violence is used or any manner of coercion or intimidation. The action of the labor organizations in undertaking to prevent the employer from engaging the services of nonunion men, by preventing these men from entering or remaining with the employer, by assaulting or intimidating them by means of picketing and threats, is declared to be an illegal invasion of both the property rights of the employer and the personal rights of the workmen, and is enjoined. The court also upholds and protects the right of freedom of contract between employer and employé, the right of every person to hire and discharge men at pleasure, and the right of every man to work and quit work at his pleasure, both subject to liability for damages for breach of contract.

INSURANCE—DOUBLE INSURANCE—PRORATING.—1. Where insured takes out two policies insuring the same property, but one of them covers other property also, without stating how much insurance applies to each property, it is not a case of double insurance, and the policies do not prorate.

2. An owner of a building placed insurance on building and contents, with the privilege to make an addition, "and this policy to cover on and in same." He made an addition, placing specific insurance on the addition and contents. The latter policies provided that the insurer should not be liable for a greater proportion of any loss than the amount "hereby insured" should bear to the whole insurance. The old building was slightly damaged, but the damage to the addition was less than the amount of specific insurance on it. The contents of the addition were damaged to a greater amount than the specific insurance, and the insurance on the old building and contents was much greater than the damage. *Held*, that the loss on the addition and the contents must be borne by the specific insurance taken out after the addition was constructed, and that the other policies did not prorate with such specific policies in bearing the loss upon the addition and contents. *Meigs* v. *Ins. Co. N. America* (Pa.), 54 Atl. 1053. Following *Sloat* v. *Royal Insurance Co.*, 49 Pa. 14, 88 Am. Dec. 477; *Clarke* v. *Western Assurance Co.*, 146 Pa. 561, 23 Atl. 248, 15 L. R. A. 127, 28 Am. St. Rep. 821, and disapproving *Ogden* v. *East River Ins. Co.*, 50 N. Y. 388, 10 Am. Rep. 392.

COMPROMISE AND SETTLEMENT—REQUISITES—CONSIDERATION.—1. The compromise of a doubtful claim is a sufficient consideration for a promise to pay money for the settlement of such claim, and it is immaterial upon which side the right ultimately proves to be.

2. The surrender of a groundless claim, which is known by both parties to be unenforceable, is not a sufficient consideration to uphold a promise to pay money for the settlement of such a claim.

3. To support such a promise the claim must be made in good faith, with a belief by the claimant that there is some chance of its successful enforcement. It is necessary that the parties should at least have supposed, at the time of the compromise, that the validity of the claim made was doubtful, either on account of uncertainty as to what facts might be proved or as to the law applicable thereto. *Melcher* v. *Insurance Company of Penna.* (Maine), 55 Atl. 411. Citing,

in support of the second point, *Allis* v. *Billings*, 2. Cush. 25; *Kidder* v. *Blake*, 45 N. H. 530; *Pitkin* v. *Noyes*, 48 N. H. 294, 97 Am. Dec. 615, 2. Am. Rep. 218; *Bellows* v. *Sowles*, 55 Vt. 391, 45 Am. Rep. 291; *Smith* v. *Farra*, 21 Or. 395, 28 Pac. 241, 20 L. R. A. 115.

The Court of Appeals of Maryland has recently rendered a decision which must have a far reaching effect upon at least one class of commercial transactions in that State. It is confessedly highly technical and a recognition of the common law upon the subject in all its fullness. The ruling is as follows:

1. Where a creditor accepts the payment of a sum less than that due from part of the guarantors, and agrees not to proceed against them for any further sum on account of the obligation, the agreement, not being under seal, and being based on no other consideration, is *nudum pactum* as to the balance due, and does not discharge the guarantors.

2. A covenant not to sue some of several guarantors on their paying a sum less than that due from them does not release the others, since to have that effect there must be a technical release under seal.

3. In an action against a guarantor to recover a portion of the debt, a covenant not to sue other guarantors, executed on their paying a proportion of the debt less than that due, not being pleadable in bar, is not admissible in evidence. *Commercial & Farmers' National Bank* v. *McCormick*, 55 Atl. 439.

CRIMINAL LAW—HOMICIDE—CONFESSIONS.—While defendant, who was tried for murder on circumstantial evidence, was in the custody on the way to jail charged with the crime, she stoutly protested her innocence, whereupon the officer told her that she could plead either guilty or not guilty, but that the truth, whatever that might be, ought to be told, and that, even if it would mean conviction, he should prefer it if it were his case. She then said that she had not bought the revolver found near the deceased, and had never been in H's store, whereupon the officer told her that there was ample proof that she had bought the revolver, and that, having mentioned the place, she might as well tell whether she bought it, and asked her what she paid for it, to which she replied that she paid $2. *Held*, that defendant's confession was not voluntary. *State* v. *Nagle* (R. I.), 54 Atl. 1063.

Per Tillinghast, J:

"We do not wish to be understood in what we have thus said, however, as deciding that a mere request, advice, or admonition to tell the truth will render a confession induced thereby inadmissible in evidence, for the strong current of authorities, as well as the better reason, is to the contrary. Am. & Eng. Ency. of L. (2d Ed.) vol. 6, p. 531, and cases cited; *State* v. *Habib*, 18 R. I. 558, 30 Atl. 462. Those decisions which have gone to the extent of so holding have certainly gone "to the verge of good sense, at least." *Com.* v. *Chance*, 174 Mass. 249, 54 N. E. 551, 75 Am. St. Rep. 306. But where the request or admonition is given in such language and under such circumstances that the prisoner might naturally have understood it as recommending a confession, the confession induced thereby will be inadmissible in evidence. Nor do we wish to be understood as agreeing with counsel for the defendant in his contention that a confession made by a prisoner to the officer in whose custody he is is not admissible in evidence, for such is not the law. On the contrary, a confession to the officer in charge of a prisoner, if voluntarily made, is just as admissible as if made to any other person, as ruled by the trial court in this case. See cases collected in Am. & Eng. Ency. of L., vol. 6, *supra*, pp. 536, 539; *Pierce* v. *United States*, 160 U. S. 355, 16 Sup. Ct. 321, 40 L. Ed. 454."